

FILED
IN CLERK'S OFFICE
U.S. DISTRICT COURT E.D.N.Y.

★ DEC 16 2009 ★

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

BROOKLYN OFFICE

----- X
NEVILLE FRANCIS,

Plaintiff,

-against-

THE CITY OF NEW YORK, a municipal entity, KINGS
COUNTY DISTRICT ATTORNEY'S OFFICE,
DETECTIVE DAVID LUPPINO, Shield No. 3626,
DETECTIVE LALLAVE, Shield No.: 3824 and "JOHN
DOES," unidentified police officers employed by the New
York City Police Department, in their official and
individual capacities,

Defendants.
----- X

**STIPULATION AND
ORDER OF
SETTLEMENT AND
DISMISSAL**

09 CV 422 (SLT)(VVP)

WHEREAS, plaintiff commenced this action by filing a complaint, on or about
January 30, 2009, alleging violations of his state and federal rights; and

WHEREAS, defendants have denied any and all liability arising out of plaintiff's
allegations; and

WHEREAS, the parties now desire to resolve the remaining issues raised in this
litigation, without further proceedings and without admitting any fault or liability;

WHEREAS, plaintiff has authorized his counsel to settle this matter on the terms
set forth below;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by
and between the undersigned, as follows:

I. The above-referenced action is hereby dismissed, with prejudice, and
without costs, expenses, or fees in excess of the amount specified in paragraph "2" below.

2. Defendant City of New York hereby agrees to pay plaintiff NEVILLE FRANCIS, Ten Thousand Dollars (\$10,000.00) in full satisfaction of all claims, including claims for costs, expenses and attorney's fees. In consideration for the payment of this sum, plaintiff agrees to dismissal of all the claims against defendants, and to release defendants DAVID LUPPINO, DAVID LALLAVE and CITY OF NEW YORK and any present or former employees or agents of the City of New York or any agency thereof, from any and all liability, claims, or rights of action that have or could have been alleged by plaintiff in this action arising out of the events alleged in the complaint, including claims for costs, expenses and attorney's fees.

3. Plaintiff shall execute and deliver to the defendants' attorney all documents necessary to effect this settlement, including, without limitation, a General Release based on the terms of paragraph "2" above and an Affidavit of Status of Liens.

4. Nothing contained herein shall be deemed to be an admission by the defendants that they have in any manner or way violated plaintiff's rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York or any other rules, regulations or bylaws of any department or subdivision of the City of New York. This stipulation shall not be admissible in, nor is it related to, any other litigation or settlement negotiations.

5. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York.

6. This Stipulation and Order contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation and Order regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

Dated: New York, New York

December 8, ~~November~~ 2009

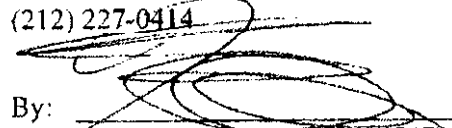
DANIELLE EADDY, ESQ.
Law Offices of Danielle V. Eaddy, LLC
Attorneys for Plaintiff
26 Court Street, Suite 1400
Brooklyn, New York 11242
(718) 246-2500

By:


DANIELLE EADDY (DE 1592)

MICHAEL A. CARDOZO
Corporation Counsel of the
City of New York
Attorney for Defendants
100 Church Street, 3-148
New York, New York 10007
(212) 227-0414

By:


KARL J. ASINANTI (KA4542)
Assistant Corporation Counsel

SO ORDERED:

1
s/ SLT

10
U.S.D.J. Sandra L. Townes Dated: 12/16/09